

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code Cost Contract		Page 1 Of 3	
2. Amendment/Modification No.  02		3. Effective Date  2007MAR30		4. Requisition/Purchase Req No.  SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By U.S. ARMY TACOM LCMC AMSTA-AQ-AHLA CATHERINE MILLER (586)574-8391 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: MILLERCA@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA CENTRAL PENNSYLVANIA - YORK PO BOX 15512 YORK PA 17405-1512		Code S4201A	
				SCD C PAS NONE ADP PT HQ0337			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  BAE SYSTEMS LAND & ARMAMENTS INC. 1100 BAIRS RD YORK, PA 17405-1512  TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. W56HZV-05-G-0005/0010	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2006AUG07	
Code 06085		Facility Code					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS</b>							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: MUTUAL AGREEMENT OF THE PARTIES							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  SEE SECOND PAGE FOR DESCRIPTION							

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print) DENISE MIKA MIKAD@TACOM.ARMY.MIL (586)574-7076	
15B. Contractor/Offeror  _____ (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed  2007MAR30

NSN 7540-01-152-8070

PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 3
	PIIN/SIIN W56HZV-05-G-0005/0010	MOD/AMD 02	
Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.			

SECTION A - SUPPLEMENTAL INFORMATION  
BOA W56HZV-05-G-0005  
Order 0010  
Modification 02

Previous Amount of Order: \$19,488,005.00  
Amount of this Modification: - 0 -  
New Amount of this Order: \$19,488,005.00

1. The purpose of this modification is to change the Termination Liability schedule in Section H, paragraph H.1. Paragraphs H.1.1, H.1.2 and H.1.4 are revised to change the dates therein from 31 March 2007 to 30 April 2007.
2. There is no change to the order amount as a result of this modification. All other terms and conditions, except those addressed herein, remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 0003 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-05-G-0005/0010 <b>MOD/AMD</b> 02	<b>Page</b> 3 <b>of</b> 3
<b>Name of Offeror or Contractor:</b> BAE SYSTEMS LAND & ARMAMENTS INC.		

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACT FUNDING AND TERMINATION LIABILITY FOR CLIN 0001AA

H.1.1 Funds in the total amount of \$19,488,005 are presently allotted for performance of CLIN 0001AA on a cost reimbursable--no fee basis. The contractor agrees that the amount provided herein is sufficient through 30 April 2007 to enable the contractor to initiate the acquisition of the long lead items listed in Attachment 01, as required to support the RESET of the 22 battle-damaged Bradley A3 vehicles.

H.1.2 In the event that additional funds are not made available to the contractor by written notice of the contracting officer on or before 30 April 2007 or another date agreed upon by the parties, the contract shall be terminated pursuant to the General Provision entitled "Termination-Cost Reimbursement."

H.1.3 In any event, including termination, the Government's liability for CLIN 0001AA shall be expressly limited to the allotment specified in the termination liability schedule cited below, including actions under the Termination clause.

H.1.4 The maximum liability for which the Government shall be responsible is as follows:

<u>MONTH/YEAR</u>	<u>LIABILITY (Cumulative)</u>
August 2006	\$ 2,923,201
September 2006	\$ 6,431,042
October 2006	\$ 9,744,003
November 2006	\$12,667,203
December 2006	\$15,590,404
January 2007	\$17,539,205
February 2007	\$18,513,605
March 2007	\$19,000,805
April 2007	\$19,488,005

It is understood that the cost for these long lead items will be converted into a Firm Fixed Price CLIN when the final hardware/vehicle price is agreed upon.

H.1.5 A complete list of Long Lead Items (LLI) is set forth in Attachment 1.

H.1.6 Prior to conversion to a priced, Firm Fixed Price contract type, the contractor is not authorized to bill or receive payment under this Long Lead Item requirement.

\*\*\* END OF NARRATIVE H 0001 \*\*\*